

# **EXHIBIT “A”**

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No.: HC/S 175/2018

Filed: 19-February-2018 11:56 PM

Hearing Date : 27-March-2018

Hearing Time : 9:00 AM

Hearing Type : Pre-Trial Conference

Attend Before: Registrar



Between

1. THE WAVE STUDIO PTE. LTD. (formerly known as THE WAVE DESIGN PTE. LTD.)  
(Singapore UEN No. 200508995G)
2. Lee Kar Yin  
(NRIC No. S6970349F)
3. THE WAVE STUDIO, LLC  
(United States Registration No. 4137603)

...Plaintiff(s)

And

1. GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD  
(Singapore UEN No. 199103054D)
2. GENERAL HOTEL MANAGEMENT, LTD  
(British Virgin Islands Registration No. S91UF0500H)
3. PERIPLUS EDITIONS (HK) LIMITED  
(ID UEN No.)
4. PAGE ONE PUBLISHING PTE LTD  
(Singapore UEN No. 199301815N)
5. EDITIONS DIDIER MILLET PTE LTD (formerly known as ARCHIPELAGO PRESS PTE LTD)  
(Singapore UEN No. 199003441M)
6. WEGO PTE. LTD. (formerly known as BEZURK PTE. LTD.)  
(Singapore UEN No. 200506074G)
7. CHAN BROTHERS TRAVEL (PTE) LIMITED  
(Singapore UEN No. 196700287Z)
8. TRADEWINDS TOURS & TRAVEL PRIVATE LIMITED  
(Singapore UEN No. 199201264R)
9. AGIP LLC  
(ID UEN No.)
10. ASIATRAVEL.COM HOLDINGS LTD  
(Singapore UEN No. 199907534E)
11. AAE TRAVEL PTE. LTD.  
(Singapore UEN No. 201113337M)

12. CIVIL AVIATION AUTHORITY  
(ID Unknown)
13. EBAY INTERNATIONAL AG  
(ID UEN No.)
14. CHAN TAT HON  
(NRIC No. S6807922E)
15. SPH MAGAZINES PTE. LTD.  
(Singapore UEN No. 196900476M)
16. Hotels In Asia  
(ID Unknown)
17. ADVANCECOM CORPORATION PTE. LTD.  
(Singapore UEN No. 200721052C)
18. LAO AIRLINES STATE ENTERPRISE SINGAPORE  
BRANCH  
(Singapore UEN No. T11FC0145K)
19. SINGAPORE AIRLINES LIMITED  
(Singapore UEN No. 197200078R)
20. Malaysian Airlines System Sdn Bhd  
(ID UEN No.)
21. MARVELE GROUP PTE. LTD.  
(Singapore UEN No. 201113499E)
22. TRAVELOGY.COM PTE. LTD.  
(Singapore UEN No. 201015770N)
23. GOQUO PTE. LTD.  
(Singapore UEN No. 201319574E)
24. ZUJI TRAVEL PTE. LTD.  
(Singapore UEN No. 200408565G)
25. NOTO CHRISTOPHER PAUL  
(NRIC No. S7179258G)
26. PAGODA HOUSE GALLERY PTE. LTD.  
(Singapore UEN No. 200816888H)
27. CAERUS PTE. LTD.  
(Singapore UEN No. 200808373D)

...Defendant(s)

**WRIT OF SUMMONS**

To:

1. GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD  
32 Gilstead Road Singapore 309075

2. GENERAL HOTEL MANAGEMENT, LTD  
Craigmuir Chambers Road Town British Virgin Islands

3. PERIPLUS EDITIONS (HK) LIMITED  
RM 1005 10/F FAR EAST FINANCE CTR 16 HARCOURT RD Hong Kong SAR

4. PAGE ONE PUBLISHING PTE LTD  
20 KAKI BUKIT VIEW Singapore 415956

5. EDITIONS DIDIER MILLET PTE LTD  
6001 BEACH ROAD #14-07 GOLDEN MILE TOWER Singapore 199589

6. WEGO PTE. LTD.  
100 BEACH ROAD #23-07 SHAW TOWERS Singapore 189702

7. CHAN BROTHERS TRAVEL (PTE) LIMITED  
150 SOUTH BRIDGE ROAD #07-01 FOKK HAI BUILDING Singapore 058727

8. TRADEWINDS TOURS & TRAVEL PRIVATE LIMITED  
25 AIRLINE ROAD AIRLINE HOUSE Singapore 819829

9. AGIP LLC  
The Offices at Central World 27 Floor 999/9 Rama I Road Patumwan Bangkok 10330 TH Thailand

10. ASIATRAVEL.COM HOLDINGS LTD  
11 LORONG 3 TOA PAYOH #04-18 JACKSON SQUARE Singapore 319579

11. AAE TRAVEL PTE. LTD.  
8 MARINA BOULEVARD #05-02 MARINA BAY FINANCIAL CENTRE Singapore 018981

12. CIVIL AVIATION AUTHORITY  
60 Airport Blvd Singapore 819643

13. EBAY INTERNATIONAL AG  
Helvetiastrasse 15/17 Bern 3005 Switzerland

14. CHAN TAT HON  
131 SERANGOON AVENUE 3 #08-18 CHILTERN PARK CONDOMINIUM Singapore 556112

15. SPH MAGAZINES PTE. LTD.  
1000 TOA PAYOH NORTH NEWS CENTRE Singapore 318994

16. Hotels In Asia  
1 Jalan Berseh Singapore 209037

17. ADVANCECOM CORPORATION PTE. LTD.  
155 KALLANG WAY #02-15 Singapore 349244

18. LAO AIRLINES STATE ENTERPRISE SINGAPORE BRANCH  
60 AIRPORT BOULEVARD #B16-011 CHANGI AIRPORT TERMINAL 2 Singapore 819643

19. SINGAPORE AIRLINES LIMITED  
25 AIRLINE ROAD AIRLINE HOUSE SINGA Singapore 819289

20. Malaysian Airlines System Sdn Bhd  
3/F Admin Bldg 1 MAS Complex Sultan Abdul Aziz Shah Airport Subang Jaya 47200 Malaysia

21. MARVELE GROUP PTE. LTD.  
17 KAKI BUKIT CRESCENT #04-00 KAKI BUKIT TECHPARK I Singapore 416248

22. TRAVELOGY.COM PTE. LTD.  
25 INTERNATIONAL BUSINESS PARK #03-08 GERMAN CENTRE Singapore 609916

23. GOQUO PTE. LTD.  
51 GOLDHILL PLAZA #07-10 Singapore 308900

24. ZUJI TRAVEL PTE. LTD.  
238A THOMSON ROAD #12-06 NOVENA SQUARE Singapore 307684

25. NOTO CHRISTOPHER PAUL  
60 KIM SENG ROAD #11-07 TRIBECA Singapore 239497

26. PAGODA HOUSE GALLERY PTE. LTD.  
15 BEACH ROAD #02-118 BEACH CENTRE Singapore 189677

27. CAERUS PTE. LTD.  
8 Eu Tong Sen Street #14-94 The Central Singapore 059818

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the solicitors for the Plaintiff(s) whose particulars are as below. The address(es) of the Plaintiff(s) is/are 46 South Bridge Road #04-02 Kingly Building Singapore 058679, 42 Eastwood Road #01-12 Eastwood Regency Singapore 486398, One Barker Avenue #542 White Plains New York United States.

Solicitor(s) for the 1st , 2nd and 3rd Plaintiff(s)

ELDAN LAW LLP  
1 Coleman Street #08-03 The Adelphi  
Singapore 179803  
Tel No.: 68378100  
Fax No.: 63366547

Email:

File Ref No.: (Plaintiff) WL/WSH/1004819  
File Ref No.: (2nd Plaintiff) 1004819

File Ref No.: (3rd Plaintiff) 1004819  
Solicitor in charge: 1. WENDY LOW WEI LING,  
2. WONG SIEW HONG

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VINCENT HOONG  
REGISTRAR  
SUPREME COURT  
SINGAPORE

## **ENDORSEMENT OF CLAIM**

1. The Plaintiffs are the owners of the copyrights comprised in various literary and artistic works including photographs and marketing collaterals for a number of luxury hotels and resorts around the world (hereinafter collectively, "the Works").
  2. The 1st and 2nd Defendants had by themselves and/or through their servants and agents, infringed and continue to infringe the Plaintiffs' copyrights in the Works.
  3. In addition, the 1st and 2nd Defendants had authorized the 3rd to 27th Defendants to infringe the Plaintiffs' copyrights in the Works, to wit, by publishing and making available the works to the public without the licence and consent of the Plaintiffs.
    - a. Pending further discovery and/or interrogatories, the 3rd to 5th Defendants had made a total of 89 infringing publications and/or reproductions of the Plaintiffs' Works on the Defendants' Publications. Schedule 1 sets out briefly, the description of the infringed Works in the Defendants' Publications (collectively "the Defendants' Publications").
    - b. Pending further discovery and/or interrogatories, the 6th to 27th Defendants had infringed the Plaintiffs' copyrights in the Works by publishing and/or making available the Works on the Internet by reproducing the Plaintiffs' photographic Works on various websites and servers controlled by the 6th to 27th Defendants. Schedule 2 sets out briefly, the description of the infringed Works in the Defendants' web sites (collectively "the Defendants' Web Sites"). Pending further discovery and/or interrogatories, the 6th to 27th Defendants had made a total of 39,358 infringing reproductions of the Plaintiffs' works on the Defendants' Websites.
  4. Unless restrained by this Honourable Court, the Defendants will infringe and/or intend to continue to infringe the Plaintiffs' copyright in the Plaintiffs' Works and the Plaintiffs will suffer loss and/or damage.
  5. The Plaintiffs claim against the Defendants –
    - a. An injunction, under Section 119(2)(a) of the Copyright Act (Cap. 63, Rev Ed. 2006) (hereinafter the "Copyright Act"), against the 1st to 27th Defendants and their servants and agents from further infringing the Plaintiffs' copyrights in the Works;
    - b. Damages, under Section 119(2)(b) of the Copyright Act, against the 1st to 27th Defendants for infringements of the Plaintiffs' copyrights in the Works;
    - c. Damages, under Section 119(2)(b) of the Copyright Act, against the 1st and 2nd Defendants for authorizing the 3rd to 27th Defendants to infringe the Plaintiffs' copyrights in the Works;
    - d. Alternatively, an account of profits, under Section 119(2)(c) of the Copyright Act, against the 1st to 27th Defendants;
    - e. Alternatively, statutory damages, under Section 119(2)(d) of the Copyright Act, against the 1st to 27th Defendants of \$10,000 for each Work in respect of which the copyright has been infringed;
    - f. Additional damages, under Section 119(4) of the Copyright Act, against the 1st to 27th Defendants

because of the flagrancy of the infringements and the benefits that have accrued to the Defendants by reason of their infringements of the Plaintiffs' copyrights in the Works;

- g. An order for delivery up, under Section 120 of the Copyright Act, of all infringing copies of the Works, or any articles which have been used for making infringing copies of the Works, in the possession of the Defendants to the Plaintiffs;
- h. An order, under Section 120A of the Copyright Act, for the forfeiture to the Plaintiffs or the destruction of any infringing copies of the Works, or any articles which have been used for making infringing copies of the Works;
- i. A signed statutory declaration by the 1st to 27th Defendants confirming that the 1st to 27th Defendants and their servants and agents will not further infringe the Plaintiffs' copyrights in the Works;
- j. Interest;
- k. Costs; and
- l. Such further and/or other relief as this Honourable Court deems fit.

#### SCHEDULE 1

##### Publications:

S/N	Publisher	Defendants'	Publications	Number of Infringements
1	Periplus Editions (Hong Kong) Ltd.	Ultimate Spa	8	
2	Page One Publishing Pte. Ltd.	Hotels: Cool Designs	16	
3	Page One Publishing Pte. Ltd.	Global Interior Design Collection vol. 2	16	
4	Page One Publishing Pte. Ltd.	Within Spas	6	
5	Editions Didier Millet Pte. Ltd.	India Chic	8	
6	Editions Didier Millet Pte. Ltd.	Malaysia Chic	13	
7	Editions Didier Millet Pte. Ltd.	Thailand Chic	3	
8	Editions Didier Millet Pte. Ltd.	Bali Chic	9	
9	Editions Didier Millet Pte. Ltd.	Spa Style Arabia	10	

SCHEDULE 2

Websites:

S/N	Website Owner	Defendants' Web Sites	Number of Infringements
1	Wego Pte. Ltd.	wego.com and wego.co.in	4750
2	AGIP LLC	agoda.com, agoda.net and agoda.web.id	28532
3	Chan Brothers Travel Pte. Ltd.	chanbrothers.com and chanbrothershotels.com	183
4	Tradewinds Tours & Travel Pte. Ltd.	tradewindstours.com	11
5	Asiatravel.com Holdings Ltd.	asiatravel.com	316
6	AAE Travel Pte Ltd	expedia.com.sg, airasiago.com and asiawebdirect.com	820
7	Civil Aviation Authority of Singapore (CAAS)	viasingapore.com	197
8	eBay International AG	ebay.com.sg, ebay.com.my and ebay.com.ph	588
9	Chan, Tat Hong	takemetoasia.com	67
10	SPH Magazines Pte Ltd	luxury-insider.com, asiaone.com, relax.com.sg, herworldplus.com and businesstimes.com.sg	28
11	Hotels in Asia	hotelsinasia.com.sg	50
12	Advancecom Corporation Pte. Ltd.	hotelbookingsg.com	120
13	Lao Airlines	laoairlines.com	12
14	Singapore Airlines Limited	tigerairways.com, flyscoot.com, tigerair.com and siaholidays.com.au	666
15	Malaysian Airlines System SdnBhd (MAS)	fireflyholiday.com and malaysiaairlines.com	83
16	Marvele Group Pte. Ltd.	hotels.com.sg, getaways.com.sg and resorts.com.sg	112
17	Travelogy.com Pte. Ltd.	tripzilla.com	120
18	GOQUO Pte. Ltd.	goquo.com	25
19	Zuji Travel Pte. Ltd.	zuji.com.hk, zuji.com.sg, zuji.com and zuji.com.au	701
20	Caerus Pte. Ltd.	hotelsio.com	938
21	Christopher Noto	christophernoto.com	17
22	Pagoda House Gallery Pte. Ltd. (owned by Christopher Noto)	pagodahouse.com	1022

Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.
2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the SUPREME COURT and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No.: HC/S 175/2018

Filed: 06-June-2018 09:56 AM



Between

1. THE WAVE STUDIO PTE. LTD. (formerly known as THE WAVE DESIGN PTE. LTD.)  
(Singapore UEN No. 200508995G)
2. Lee Kar Yin  
(NRIC No. S6970349F)
3. THE WAVE STUDIO, LLC  
(United States Registration No. 4137603)

...Plaintiff(s)

And

1. GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD  
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(British Virgin Islands Registration No. S91UF0500H)
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9. AGIP LLC  
(ID UEN No.)
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(Singapore UEN No. 199907534E)
11. AAE TRAVEL PTE. LTD.  
(Singapore UEN No. 201113337M)

12. CIVIL AVIATION AUTHORITY  
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(ID UEN No.)
14. CHAN TAT HON  
(NRIC No. S6807922E)
15. SPH MAGAZINES PTE. LTD.  
(Singapore UEN No. 196900476M)
16. Hotels In Asia  
(ID Unknown)
17. ADVANCECOM CORPORATION PTE. LTD.  
(Singapore UEN No. 200721052C)
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BRANCH  
(Singapore UEN No. T11FC0145K)
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(Singapore UEN No. 197200078R)
20. Malaysian Airlines System Sdn Bhd  
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(Singapore UEN No. 201015770N)
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24. ZUJI TRAVEL PTE. LTD.  
(Singapore UEN No. 200408565G)
25. NOTO CHRISTOPHER PAUL  
(NRIC No. S7179258G)
26. PAGODA HOUSE GALLERY PTE. LTD.  
(Singapore UEN No. 200816888H)
27. CAERUS PTE. LTD.  
(Singapore UEN No. 200808373D)
28. Media Publishing Group Pte. Ltd.  
(Singapore UEN No. 201010214G)
29. Tiger Airways Holdings Pte. Ltd.

(Singapore UEN No. 200701866W)

30. Singapore Press Holdings Limited  
(Singapore UEN No. 198402868E)
31. Scoot Tigerair Pte. Ltd. (formerly known as Tiger Airways Pte. Ltd.)  
(Singapore UEN No. 200312665W)
32. Zuji Pty Ltd  
(Australia Registration No. 18096920866)
33. ebay Inc.  
(ID Unknown)
34. High Options Sdn Bhd  
(ID Unknown)

...Defendant(s)

**WRIT OF SUMMONS**

(Amendment No. 1, Pursuant to Order 20, Rule 1)

To:

1. GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD  
32 Gilstead Road Singapore 309075
2. GENERAL HOTEL MANAGEMENT, LTD  
Craigmuir Chambers Road Town British Virgin Islands
3. PERIPLUS EDITIONS (HK) LIMITED  
RM 1005 10/F FAR EAST FINANCE CTR 16 HARCOURT RD Hong Kong SAR
4. PAGE ONE PUBLISHING PTE LTD  
20 KAKI BUKIT VIEW Singapore 415956
5. EDITIONS DIDIER MILLET PTE LTD  
6001 BEACH ROAD #14-07 GOLDEN MILE TOWER Singapore 199589
6. WEGO PTE. LTD.  
100 BEACH ROAD #23-07 SHAW TOWERS Singapore 189702
7. CHAN BROTHERS TRAVEL (PTE) LIMITED  
150 SOUTH BRIDGE ROAD #07-01 FOKK HAI BUILDING Singapore 058727
8. TRADEWINDS TOURS & TRAVEL PRIVATE LIMITED  
25 AIRLINE ROAD AIRLINE HOUSE Singapore 819829
9. AGIP LLC  
The Offices at Central World 27 Floor 999/9 Rama I Road Patumwan Bangkok 10330 TH Thailand
10. ASIATRAVEL.COM HOLDINGS LTD  
11 LORONG 3 TOA PAYOH #04-18 JACKSON SQUARE Singapore 319579

11. AAE TRAVEL PTE. LTD.

8 MARINA BOULEVARD #05-02 MARINA BAY FINANCIAL CENTRE Singapore 018981

12. CIVIL AVIATION AUTHORITY

60 Airport Blvd Singapore 819643

13. EBAY INTERNATIONAL AG

Helvetiastrasse 15/17 Bern 3005 Switzerland

14. CHAN TAT HON

131 SERANGOON AVENUE 3 #08-18 CHILTERN PARK CONDOMINIUM Singapore 556112

15. SPH MAGAZINES PTE. LTD.

1000 TOA PAYOH NORTH NEWS CENTRE Singapore 318994

16. Hotels In Asia

1 Jalan Berseh Singapore 209037

17. ADVANCECOM CORPORATION PTE. LTD.

155 KALLANG WAY #02-15 Singapore 349244

18. LAO AIRLINES STATE ENTERPRISE SINGAPORE BRANCH

60 AIRPORT BOULEVARD #B16-011 CHANGI AIRPORT TERMINAL 2 Singapore 819643

19. SINGAPORE AIRLINES LIMITED

25 AIRLINE ROAD AIRLINE HOUSE SINGA Singapore 819289

20. Malaysian Airlines System Sdn Bhd

3/F Admin Bldg 1 MAS Complex Sultan Abdul Aziz Shah Airport Subang Jaya 47200 Malaysia

21. MARVELE GROUP PTE. LTD.

17 KAKI BUKIT CRESCENT #04-00 KAKI BUKIT TECHPARK I Singapore 416248

22. TRAVELOGY.COM PTE. LTD.

25 INTERNATIONAL BUSINESS PARK #03-08 GERMAN CENTRE Singapore 609916

23. GOQUO PTE. LTD.

51 GOLDHILL PLAZA #07-10 Singapore 308900

24. ZUJI TRAVEL PTE. LTD.

238A THOMSON ROAD #12-06 NOVENA SQUARE Singapore 307684

25. NOTO CHRISTOPHER PAUL

60 KIM SENG ROAD #11-07 TRIBECA Singapore 239497

26. PAGODA HOUSE GALLERY PTE. LTD.

15 BEACH ROAD #02-118 BEACH CENTRE Singapore 189677

27. CAERUS PTE. LTD.

8 Eu Tong Sen Street #14-94 The Central Singapore 059818

28. Media Publishing Group Pte. Ltd.

3791 Jalan Bukit Merah #05-30 Singapore 159471

29. Tiger Airways Holdings Pte. Ltd.

25 AirlineRoad Singapore 819829

30. Singapore Press Holdings Limited  
1000 Toa Payoh North Singapore 318994

31. Scoot Tigerair Pte. Ltd.  
25 Airline Road Singapore 819829

32. Zuji Pty Ltd  
Level 2 509 St Kilda Rd Melbourne VIC 2004 Australia

33. ebay Inc.  
2025 Hamilton Avenue San Jose California 95125 USA United States

34. High Options Sdn Bhd  
Unit C-12-4 level 12 Block C Megan Avenue 11 12 Jalan Yap Kwan Seng 50450 Kuala Lumpur Wilayah Persekutuan Malaysia

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the solicitors for the Plaintiff(s) whose particulars are as below. The address(es) of the Plaintiff(s) is/are 46 South Bridge Road #04-02 Kingly Building Singapore 058679, 42 Eastwood Road #01-12 Eastwood Regency Singapore 486398, One Barker Avenue #542 White Plains New York United States.

Solicitor(s) for the 1st , 2nd and 3rd Plaintiff(s)

ELDAN LAW LLP  
1 Coleman Street #08-03 The Adelphi  
Singapore 179803  
Tel No.: 68378100  
Fax No.: 63366547

Email:

File Ref No.: (Plaintiff) WL/WSH/1004819  
File Ref No.: (2nd Plaintiff) 1004819  
File Ref No.: (3rd Plaintiff) 1004819  
Solicitor in charge: 1. WENDY LOW WEI LING,  
2. WONG SIEW HONG

HO-SI152018-HO-SI152018 HO-SI152018 HO-SI152018 ID7-SI152018 ID7-SI152018

VINCENT HOONG  
REGISTRAR  
SUPREME COURT  
SINGAPORE

**ENDORSEMENT OF CLAIM**

1. The Plaintiffs are the owners in Singapore and elsewhere, of the copyrights comprised in various literary and artistic works including photographs and marketing collaterals for a number of luxury hotels and resorts managed by the 1<sup>st</sup> and/or 2<sup>nd</sup> Defendants around the world (hereinafter collectively, "the Works").

2. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants had by themselves and/or through their servants and agents, infringed and continue to infringe the Plaintiffs' copyrights in the Works.

a. Pending discovery and/or interrogatories, the 1<sup>st</sup> and/or 2<sup>nd</sup> Defendant had reproduced, published and communicated 245 photographs comprised in the Plaintiffs' Works in the 1<sup>st</sup> and/or 2<sup>nd</sup> Defendant's publication entitled "The Magazine" Issues 1 to 12 (collectively "the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publications") without the licence and consent of the Plaintiffs. The descriptions of the infringed Works in the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publications are set out briefly in Schedule 1. The infringed Works in the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publications were also reproduced, published and communicated in the 1<sup>st</sup> and/or 2<sup>nd</sup> Defendants' website at <http://www.ghmhotels.com/en/about-ghm/magazine/> ("the GHM Website").

b. Pending discovery and/or interrogatories, the 1<sup>st</sup> Defendant had authorized the 2<sup>nd</sup> Defendant to infringe the Plaintiffs' copyrights in the Works by the matters pleaded in Paragraph 2(a) above.

c. Pending discovery and/or interrogatories, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants had also infringed the Plaintiffs' copyrights in the Works in Singapore by, doing the following acts without the licence of the Plaintiffs:

i. Importing the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publications into Singapore for the purposes of selling, letting for hire, or by way of trade offering or exposing for sale or hire and exhibiting the same, distributing for purposes of trade and/or by way of trade exhibiting the same in public;

ii. Selling, letting for hire, distributing or by way of trade offering or exposing for sale or hire or exhibiting in public the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publications; and/or

iii. making available for download the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publication through the GHM Website;

where the 1<sup>st</sup> and 2<sup>nd</sup> Defendants knew or ought reasonably to have known, that the making of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publication constituted an infringement of the Plaintiffs' copyrights in the Works, or in the case of importation, the making of the 1<sup>st</sup> & 2<sup>nd</sup> Defendants' Publication was carried out without the consent of the Plaintiffs.

3. In addition, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants had authorized the 3<sup>rd</sup> to 27<sup>th</sup> Defendants to infringe the Plaintiffs' copyrights in the Works, to wit, by publishing and making available the works to the public

without the licence and consent of the Plaintiffs:-

a. 3. Pending further discovery and/or interrogatories, the 3<sup>rd</sup> to 5<sup>th</sup> Defendants had reproduced and published infringing copies of the Plaintiffs' Works in 9 publications listed in Schedule 2 (collectively "the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publications"), made a total of 89 infringing publications and/or reproductions of the Plaintiffs' Works on the Defendants' Publications. Schedule 21 sets out briefly, the description of the infringed Works in the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publications (collectively "the Defendants' Publications").

4. Further or alternatively, the 3<sup>rd</sup> to 5<sup>th</sup> Defendants had also infringed the Plaintiffs' copyrights in the Works in Singapore by, doing the following acts without the licence of the Plaintiffs:

i. Importing the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publications into Singapore for the purposes of selling, letting for hire, or by way of trade offering or exposing for sale or hire and exhibiting the same, distributing for purposes of trade and/or by way of trade exhibiting the same in public; and/or

ii. Selling, letting for hire, distributing or by way of trade offering or exposing for sale or hire or exhibiting in public the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publications;

where the 3<sup>rd</sup> to 5<sup>th</sup> Defendants knew or ought reasonably to have known, that the making of the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publication constituted an infringement of the Plaintiffs' copyrights in the Works, or in the case of importation, the making of the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publication was carried out without the consent of the Plaintiffs.

b. 5. Pending further discovery and/or interrogatories, the 6<sup>th</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants had infringed the Plaintiffs' copyrights in the Works by reproducing, publishing, communicating, and/or making available the Plaintiffs' Works on the Internet by reproducing the Plaintiffs' photographic Works on various websites and servers controlled by the 6<sup>th</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants. Schedule 32 sets out briefly, the description of the infringed Works in the Defendants' web sites (collectively "the 6<sup>th</sup> to 34<sup>th</sup> Defendants' Web Sites"). Pending further discovery and/or interrogatories, the 6<sup>th</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants had made a total of 39,365 39,358 infringing reproductions of the Plaintiffs' Works on the 6<sup>th</sup> to 34<sup>th</sup> Defendants' Web Sites.

4. 6. Unless restrained by this Honourable Court, the Defendants will infringe and/or intend to continue to infringe the Plaintiffs' copyrights in the Plaintiffs' Works and the Plaintiffs will suffer loss and/or damage.

5. 7. The Plaintiffs claim against the Defendants –

a. A declaration that the Plaintiffs are the owners of the copyrights comprised in the Works;

b. A declaration that the Works have been infringed by the Defendants;

ca. An injunction, under Section 119(2)(a) of the Copyright Act (Cap. 63, Rev Ed. 2006) (hereinafter the "Copyright Act"), against the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants and their officers, employees, servants and agents from further infringing the Plaintiffs' copyrights in the Works;

db. Damages, under Section 119(2)(b) of the Copyright Act, against the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants for infringements of the Plaintiffs' copyrights in the Works;

c. Damages, under Section 119(2)(b) of the Copyright Act, against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants for authorizing the 3<sup>rd</sup> to 27<sup>th</sup> Defendants to infringe the Plaintiffs' copyrights in the Works;

ed. Alternatively, at the Plaintiffs' option, an account of profits from the Defendants, under Section 119(2) (c) of the Copyright Act; against the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants;

fe. Alternatively, at the Plaintiffs' option, statutory damages against the Defendants, under Section 119(2) (d) of the Copyright Act; against the 1<sup>st</sup> to 27<sup>th</sup> Defendants of \$10,000 for each Work in respect of which the copyright has been infringed;

gf. Additional damages, under Section 119(4) of the Copyright Act, against the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants because of inter alia, the flagrancy of the infringements and the benefits that have accrued to the Defendants by reason of their infringements of the Plaintiffs' copyrights in the Works;

hf. Against the 1<sup>st</sup> Defendant, damages for authorizing the 2<sup>nd</sup> Defendant to infringe the Plaintiffs' copyrights in the Works, under Section 119(2)(b) of the Copyright Act;

jh. An order for delivery up, under Section 120 of the Copyright Act, of all infringing copies of the Works, or any articles which have been used for making infringing copies of the Works, in the possession of the Defendants to the Plaintiffs;

jh. An order, under Section 120A of the Copyright Act, for the forfeiture to the Plaintiffs or the destruction upon oath of any infringing copies of the Works, or any articles which have been used for making infringing copies of the Works;

ki. A signed statutory declaration by the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants confirming that the 1<sup>st</sup> to 34<sup>th</sup>-27<sup>th</sup> Defendants and their officers, employees, servants and agents will not further infringe the Plaintiffs' copyrights in the Works;

lj. Interests;

mk. Costs; and

nl. Such further and/or other relief as this Honourable Court deems fit.

#### SCHEDULE 1

##### Publications:

<u>S/N</u>	<u>Publisher</u>	<u>1<sup>st</sup> &amp; 2<sup>nd</sup> Defendants' Publications</u>	<u>Number of the Plaintiffs' Photographs Reproduced In The 1<sup>st</sup> &amp; 2<sup>nd</sup> Defendants' Publications</u>
1	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 1</u>	<u>35</u>
2	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 2</u>	<u>40</u>
3	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 3</u>	<u>36</u>
4	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 4</u>	<u>27</u>
5	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 5</u>	<u>32</u>

<u>6</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 6</u>	<u>18</u>
<u>7</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 7</u>	<u>10</u>
<u>8</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 8</u>	<u>18</u>
<u>9</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 9</u>	<u>10</u>
<u>10</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 10</u>	<u>8</u>
<u>11</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 11</u>	<u>9</u>
<u>12</u>	<u>General Hotel Management Ltd.</u>	<u>The Magazine: Issue 12</u>	<u>2</u>

SCHEDULE 1SCHEDULE 2

## Publications:

S/N	Publisher	Publications	<u>Number of Infringements</u>
			<u>Number of the Plaintiffs' Photographs Reproduced In the 3<sup>rd</sup> to 5<sup>th</sup> Defendants' Publications</u>
1	Periplus Editions (Hong Kong) Ltd.	Ultimate Spa	8
2	Page One Publishing Pte. Ltd.	Hotels: Cool Designs	16
3	Page One Publishing Pte. Ltd.	Global Interior Design Collection vol. 2	16
4	Page One Publishing Pte. Ltd.	Within Spas	6
5	Editions Didier Millet Pte. Ltd.	India Chic	8
6	Editions Didier Millet Pte. Ltd.	Malaysia Chic	13
7	Editions Didier Millet Pte. Ltd.	Thailand Chic	3
8	Editions Didier Millet Pte. Ltd.	Bali Chic	9
9	Editions Didier Millet Pte. Ltd.	Spa Style Arabia	10

SCHEDULE 2

**SCHEDULE 3****Websites:**

S/N	Website Owner	Website	<b>Number of Infringements</b> <b>Number of the Plaintiffs' Photographs Reproduced In</b> <b>the 6<sup>th</sup> to 34<sup>th</sup> Defendants' Web Sites</b>
1	Wego Pte. Ltd.	wego.com, <u>wego.com.sg</u> , <u>wego.co.id</u> , <u>wego.com.my</u> , wego.com.ph and <u>wego.co.in</u>	4750 <u>4749</u>
2	AGIP LLC	agoda.com, <u>agoda.com.sg</u> , <u>agoda.com.my</u> , <u>agoda.com.cn</u> , agoda.net and agoda.web.id	28532 <u>28530</u>
3	Chan Brothers Travel Pte. Ltd.	chanbrothers.com and chanbrothershotels.com	183 <u>186</u>
4	Tradewinds Tours & Travel Pte. Ltd.	tradewindstours.com	11
5	Asiatravel.com Holdings Ltd.	asiatravel.com	316
6	AAE Travel Pte Ltd	expedia.com.sg, airasiago.com <u>fireflyholiday.com</u> and asiawebdirect.com	820 <u>841</u>
7	Civil Aviation Authority of Singapore (CAAS)	viasingapore.com	197
8	eBay International AG	<u>ebay.com.sg</u>	197
9	High Options Sdn Bhd	<u>ebay.com.my</u>	197
10	eBay Inc.	<u>ebay.ph</u>	197
11	eBay International AG (SGNIC-ORG1528028)	ebay.com.sg, ebay.com.my and ebay.com.ph	588
12	Chan, Tat Hong	takemetoasia.com	67
13	SPH Magazines Pte Ltd	luxury-insider.com, and	28

		<a href="http://asiaone.com">asiaone.com</a> , <a href="http://relax.com.sg">relax.com.sg</a> , <a href="http://herworldplus.com">herworldplus.com</a> and <a href="http://businesstimes.com.sg">businesstimes.com.sg</a>	<u>18</u>
<u>13</u>	<u>Media Publishing Group Pte Ltd</u>	<a href="http://relax.com.sg">relax.com.sg</a>	<u>7</u>
<u>14</u>	<u>Singapore Press Holdings Limited</u>	<a href="http://asiaone.com">asiaone.com</a> and <a href="http://businesstimes.com.sg">businesstimes.com.sg</a>	<u>3</u>
<u>15+11</u>	Hotels in Asia	<a href="http://hotelsinasia.com.sg">hotelsinasia.com.sg</a>	<u>50</u>
<u>16+2</u>	Advancecom Corporation Pte. Ltd.	<a href="http://hotelbookingsg.com">hotelbookingsg.com</a>	<u>120</u>
<u>17+3</u>	Lao Airlines	<a href="http://laoairlines.com">laoairlines.com</a>	<u>12</u>
<u>+4</u>	<u>Singapore Airlines Limited</u>	<a href="http://tigerairways.com">tigerairways.com</a> , <a href="http://flyscoot.com">flyscoot.com</a> , <a href="http://tigerair.com">tigerair.com</a> and <a href="http://siaholidays.com.au">siaholidays.com.au</a>	<u>666</u>
<u>18</u>	<u>Singapore Airlines Limited</u>	<a href="http://siaholidays.com.au">siaholidays.com.au</a>	<u>12</u>
<u>19</u>	<u>Tiger Airways Holdings Pte. Ltd.</u>	<a href="http://tigerairways.com">tigerairways.com</a>	<u>246</u>
<u>20</u>	<u>Scoot Tigerair Pte Ltd</u>	<a href="http://flyscoot.com">flyscoot.com</a> and <a href="http://tigerair.com">tigerair.com</a>	<u>408</u>
<u>21+5</u>	Malaysian Airlines System Sdn Bhd (MAS)	<a href="http://fireflyholiday.com">fireflyholiday.com</a> and <a href="http://malaysiaairlines.com">malaysiaairlines.com</a>	<u>83</u> <u>66</u>
<u>22+6</u>	Marvele Group Pte. Ltd.	<a href="http://hotels.com.sg">hotels.com.sg</a> , <a href="http://getaways.com.sg">getaways.com.sg</a> and <a href="http://resorts.com.sg">resorts.com.sg</a>	<u>112</u>
<u>23+7</u>	Travelogy.com Pte. Ltd.	<a href="http://tripzilla.com">tripzilla.com</a>	<u>120</u>
<u>24</u>	GOQUO Pte. Ltd.	<a href="http://goquo.com">goquo.com</a>	<u>25</u>
<u>+8</u>			
<u>+9</u>	Zuji Travel Pte. Ltd. (SGNIC-ORG1511419)	<a href="http://zuji.com.hk">zuji.com.hk</a> , <a href="http://zuji.com.sg">zuji.com.sg</a> , <a href="http://zuji.com">zuji.com</a> and <a href="http://zuji.com.au">zuji.com.au</a>	<u>701</u>
<u>25</u>	<u>Zuji Travel Pte. Ltd.</u>	<a href="http://zuji.com.hk">zuji.com.hk</a> , <a href="http://zuji.com.sg">zuji.com.sg</a> and <a href="http://zuji.com">zuji.com</a>	<u>540</u>
<u>26</u>	<u>Zuji Pty Ltd</u>	<a href="http://zuji.com.au">zuji.com.au</a>	<u>161</u>
<u>27</u>	Caerus Pte. Ltd.	<a href="http://hotelsio.com">hotelsio.com</a>	<u>938</u>
<u>20</u>			
<u>28</u>	Christopher Noto	<a href="http://christophernoto.com">christophernoto.com</a>	<u>17</u>

<u>21</u>			
<u>29</u>	Pagoda House Gallery Pte. Ltd. (owned by Christopher Noto)	pagodahouse.com	1022
<u>22</u>			

## Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.
2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the SUPREME COURT and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.